

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD
SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

REQUEST FOR PROPOSAL NO. 20-031

SEALED PROPOSALS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 2:00:00 P.M. ON JANUARY, 14, 2020 FOR:

ARCHITECTURAL, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ARLINGTON TRANSIT (ART) OPERATIONS AND MAINTENANCE FACILITY TO BE CONSTRUCTED UTILIZING THE CONSTRUCTION MANAGER AT RISK (CMAR) PROJECT DELIVERY METHODOLOGY

Proposals will not be publicly opened.

NOTICE: ANY OFFEROR ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A PROPOSAL (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will be held at 10:00 A.M., Eastern Time, December 18, 2019 in First Floor Azalea Conference Room at 2100 Clarendon Boulevard, Arlington, Virginia 22201 to allow potential Offerors an opportunity to obtain clarification of the specifications and requirements of the solicitation. A Power Point presentation detailing salient information and requirements for this solicitation will be provided to all attendees.

ATTENDANCE IS OPTIONAL.

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent
Shirley Diamond, Procurement Officer
stdiamond@arlingtonva.us

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I. INTRODUCTION TO EVALUATION PROCESS

Arlington County, Virginia, is soliciting proposals from Offerors having experience and abilities related to the areas specified in this solicitation. Each proposal must contain evidence of the Offeror's qualifications in the specified areas and in other disciplines directly related to the proposed Work. Offerors may also be required to submit profiles and resumes of the staff to be assigned to the project, references, examples of similar Work performed and other information that will clearly demonstrate the Offeror's relevant expertise, as specified in the solicitation.

A County Selection Advisory Committee ("SAC") will review and evaluate Technical Proposals based on the evaluation criteria set forth in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same evaluation criteria. Once the SAC has selected the best qualified Offeror(s) cost proposals submitted by those Offeror(s) will be evaluated by the SAC.

The County reserves the right to accept or reject and to waive any informalities or irregularities in the proposals and to contract as the best interests of the County require in order to obtain the services described in this RFP. Selection of an Offeror's proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate terms and conditions with the selected Offeror before executing a contract.

MANDATORY REQUIREMENTS

Note that this solicitation contains qualification requirements that are mandatory for all Offerors. Refer to the Proposal Submittal Elements section of this document for details.

II. INFORMATION FOR OFFERORS

1. SOLICITATION SCHEDULE

Following is the tentative schedule for RFP No. 20-031:

<u>RFP No.</u>	<u>– TENTATIVE SCHEDULE</u>
RFP ISSUANCE	December 18, 2019
PRE-PROPOSAL CONFERENCE	
QUESTION DEADLINE	January 3, 2020 at 3:00 P.M., Eastern Time
ADDENDUM ISSUANCE (if applicable)	TBD
PROPOSALS DUE	January 14, 2020 at 2:00 P.M., Eastern Time
ORAL PRESENTATIONS	TBD
REVISED COST PROPOSALS DEADLINE (IF APPLICABLE)	TBD
CONTRACT AWARD	TBD
CONTRACT COMMENCEMENT	TBD

2. QUESTIONS AND ADDENDA

All communications relating to this solicitation must be e-mailed to Shirley Diamond in the Office of the Purchasing Agent at stdiamond@arlingtonva.us. For a question to be considered, the subject line of the email must state the following: **RFP No. 20-031 Questions**.

Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, Offerors and prospective Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

QUESTIONS REGARDING THE ORIGINAL SOLICITATION MUST BE SUBMITTED ON OR BEFORE JANUARY 3, 2020, AT 3:00 P.M. EASTERN TIME TO BE CONSIDERED FOR AN ADDENDUM.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation, unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

3. OFFERORS' RESPONSIBILITY TO INVESTIGATE

Before submitting a proposal, each Offeror must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Offeror will rely.

No pleas of ignorance of such conditions and requirements will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful Offeror.

4. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

Reasonable grounds for believing that an Offeror is interested in more than one proposal for a solicitation, including both as an Offeror and as a sub-contractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected proposals. An individual or entity acting only as a sub-contractor may be included as a sub-contractor on two or more different Offerors' proposals. Offerors rejected under the above provision will also be disqualified if they respond to a re-solicitation for the same Work.

5. COMPETITIVE NEGOTIATION FOR PROFESSIONAL SERVICES

This solicitation is a competitive negotiation for Professional Services, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

6. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will send a Notice of Decision to Award to all Offerors using the e-mail addresses provided on the Proposal Form.

7. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that an Offeror submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the Offeror must invoke VFOIA protection clearly and in writing on the Proposal Form for County review.

The Proposal Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

8. FINANCIAL STATEMENT

If requested by the County, an Offeror must submit its most recent independent certified public accountant's audit of its finances, including the management letter and other ancillary audit components. If the audited financial statement is not available, the Offeror must submit a written statement explaining the statement's absence and provide other documents (e.g., tax returns) that enable the County to assess the Offeror's financial condition.

Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the offer, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

The County will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original Proposal Form. The County considers a non-public financial statement submitted pursuant to this paragraph to be proprietary information that is not subject to disclosure under VFOIA.

9. DEBARMENT STATUS

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred from submitting proposals to the County or to any other state or political subdivision and whether the Offeror is an agent of any person or entity that is currently debarred from submitting proposals to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

10. CONFLICT OF INTEREST STATEMENT

The Offeror must provide a statement regarding any potential conflict of interest, with the notarized signature of a principal of the Offeror, on the form provided in this solicitation.

11. AUTHORITY TO TRANSACT BUSINESS

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included on the Proposal Form.

Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its proposal a statement describing why the Offeror is not required to be so authorized. The County may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of an Offeror to provide such documentation will be a ground for rejection of the proposal or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

12. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUB-CONTRACTORS

The Key Personnel and sub-contractors in an Offeror’s proposal are considered essential to the Offeror’s qualifications and may not be replaced or substituted, nor may additional personnel or sub-contractors be added, after qualification of the Offeror’s proposal unless the County approves the changes in advance in writing.

13. REGISTRATION OF PROFESSIONAL SERVICE PROVIDERS

A person, corporation, partnership or other entity engaging in the practice of architecture, professional engineering, land surveying, certified landscape architecture or any combination thereof shall not offer to provide or provide such services to the County unless (1) it is registered with the Commonwealth of Virginia State Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (“Board”) in accordance with the Code of Virginia, Sections 54.1-411 (business entities) or 13.1-549 (professional corporations) or (2) it is exempt from registration because of its status as a sole proprietorship, as defined in the statute. By submitting a signed proposal, an Offeror certifies that it has the required registration or is exempt from the requirement. The County may also require an Offeror to provide proof of registration or exemption. For further information on the registration requirement, contact the Board at the Virginia Department of Commerce, 3600 West Broad Street, Richmond, Virginia 23230, telephone number (804) 367-8500.

14. EXCEPTIONS TO TERMS AND CONDITIONS

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are not negotiable. If an Offeror objects to a mandatory term, the County will consider the proposal non-responsive.

The Offeror must state whether it requests revisions to any of the remaining, non-mandatory terms and, if so, must explain the reason for the request(s) and propose alternative language. An Offeror who does not request a revision in its proposal may not object or request revisions to any contract terms during the negotiation process.

The County will review any request for revisions to non-mandatory terms after the selection of finalists for negotiation. Such requests will not factor into the evaluation of proposals.

15. INSURANCE REQUIREMENTS

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to do so, it may propose alternate insurance coverage in its exceptions to the County's Terms and Conditions.

16. ARLINGTON COUNTY BUSINESS LICENSES

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail business@arlingtonva.us.

III. INTRODUCTION TO THE PROJECT

The Work under this contract shall consist of providing all expertise, labor and resources for complete architectural and engineering design, Arlington County E-Plan Permit submittal, and construction administration services for the Arlington Transit (ART) Operations and Maintenance Facility at 2629 and 2635 Shirlington Road owned by Arlington County to be constructed using the Construction Manager at Risk (CMAR) project delivery method (the "Project"). Work shall be performed in accordance with the Scope of Work of this solicitation.

The County's goal is a functional Facility that meets the County's program requirements and sustainability guidelines, constructed utilizing universal design concepts with fiscal responsibility in mind.

SUMMARY

The Work shall consist of, but not be limited to, the planning and design of a new bus operation and maintenance facility as described below. The design shall meet or exceed Arlington County Infrastructure Design Standards, as outlined in Arlington County's Policy on Integrated Facility Sustainability.

The work will include public meetings with County commissions for design reviews and approvals. The work will also include design review meetings with Transit Advisory Committee, community meetings, online feedback, on site- engagement and identifying and working with stakeholders.

The County anticipates the award of the CMAR contract mid-point of the Schematic Design Phase. CMAR pre-construction services will include participation in regular design reviews with the A&E Contractor and County staff to address constructability, cost estimating, and project scheduling. The CMAR Scope of Work will include development of construction cost estimates at completion of the Schematic Design, Design Development, construction permit submittal, approved permit set, up to the agreed upon Guaranteed Maximum Price (GMP) for construction of the Project. The CMAR will provide recommendations to County staff on design modifications to maintain the construction budget and improve constructability or schedule. The successful Offeror will be required to work cooperatively with the CMAR, as directed by the County Project Officer and to modify the design to reconcile CMAR recommendations. The County anticipates negotiating a GMP with the CMAR prior to the completion of the construction drawings.

The construction budget estimated value is approximately \$40 million. Upon award of the Design Contract and issuance of a Notice to Proceed (NTP), the successful Offeror shall assist the County in verifying/developing values for individual cost elements of the design. The successful Offeror shall plan activities based upon the following draft Project schedule, which the County will adjust based on the actual award date:

Design Award	March 2020
CMAR Construction Award	May 2020
Conceptual and Schematic Design and Community Process	May 2020 – November 2020
Design Development through Construction Documents	November 2020 – July 2021
Permitting	July 2021 – November 2021

Construction	November 2021 – April 2023
Furniture, Fixtures & Equipment and Relocation	April 2023 – May 2023

THE PROJECT

The Project Site includes the following Three (3) parcels of land as shown on the attached plan (**Attachment A**), which are separated by a private road (CubeSmart Road) and a concrete Stormwater “Channel”.

- Parcel A (2.53 Acres) 2629 Shirlington Road– The current ART Bus parking lot, which includes an existing raised concrete pad
- Parcel B (0.94 Acres) 2635 Shirlington Road – Vacant, with an existing building
- Parcel C (0.05 Acres) has no address – Vacant

The design for the site development shall include the following elements:

- Storm Water channel and Shirlington Road crossing improvements
- Demolishing of the existing building and concrete pad
- Surface parking for 68 buses
- Embedded conduit and related provisions for potential future of charging of electric-powered buses
- Structured parking for 119 personal vehicles
- Yard/green areas
- Site drainage and Storm Water Management
- Covered and secure storage spaces

The design of the Operations/Dispatch and Administration Facility shall include, but not limited to, the following elements:

- Transit operations/dispatch
- Transit administration
- Bus operator support areas (locker room, break room, quiet room, gym)
- Building support areas

The design of the Type II Maintenance Facility, which shall be used to perform maintenance for an existing fleet of approximately 80 Compressed Natural Gas (CNG) buses and future potential fleet of approximately 110 CNG buses shall include the following elements:

- Maintenance administration
- Seven (7) repair bays and one steam bay for buses which range in length from 31’ to 42’
- Shop equipment
- Parts storage
- Maintenance personal support areas

IV. SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

The Contractor's Work shall conform to the following requirements during all phases of the Work:

1. **General:** The services to be provided by the Contractor shall be performed in the phases described hereinafter and shall include, but not be limited to:
 - Participation in community engagement and County Commission meetings;
 - Architectural, civil engineering, structural engineering, mechanical engineering; electrical engineering, traffic engineering and landscape design;
 - Cost estimating and cost estimating review;
 - Construction Administration services;
 - Sustainable documentation and,
 - All other services required in accordance with generally accepted architectural and engineering practices consistent with the terms of this solicitation, specifically identified, described or referenced herein.
2. **Project Delivery Method:** The Contractor understands that the County intends to deliver the Project through the Construction Management at Risk delivery method and further understands that the County intends to engage a Construction Manager at Risk (CMAR) Contractor, at mid-point of the Schematic Design Phase, to work with the Contractor throughout the design process reviewing design documents, conducting constructability reviews and preparing construction cost estimates to ensure that the design developed by the Contractor is consistent with the County's program, budget and schedule.

In coordination with CMAR Contractor, the Contractor will develop a set of partially complete construction documents that will serve as the basis of a Guaranteed Maximum Price (GMP) to be provided by the CMAR Contractor for the construction of the Project. The Contractor shall work in a cooperative and integrated manner with the CMAR Contractor throughout all phases of the Project.

3. **Project Delivery:** GMP/Permit documents as defined in Section B.4.a.3 shall be complete and ready for GMP determination and construction permit submittals not later than Four Hundred Forty-Four (444) calendar days from the Notice to Proceed.

Contractor shall assist the CMAR Contractor to prepare a baseline project schedule that includes all project phases as well as control points that shall be adhered to such as, budget check points and milestones for County approvals and submission approvals.

4. **Temporary Parking:** Parcel A currently serves as ART's existing main bus parking facility parking approximately 60 buses. The County's intent is to relocate the buses to another temporary facility during construction. The County may decide, during the design phase, but prior to the completion of GMP/Permit documents, to phase the project to provide parking at the Site for all or some of the existing bus fleet (Approximately 60 buses).

5. **Construction Budget:** As outlined in Section B, the County and Contractor will establish the Construction Budget Value (“Design-to-Budget”) to complete the Project. Such Design-to-Budget shall cover hard costs and CMAR Contractor’s fees and General Conditions.

Throughout the Work, the Contractor shall use “best efforts” to advance the design for the Project in a manner consistent with the Design-to-Budget. Only the Project Officer shall have the authority to adjust the Design-to- Budget. Any such adjustment to the Design-to-Budget shall only be effective if such adjustment is made in writing and is signed by the Project Officer.

For the avoidance of doubt and as more fully set forth herein, the Contractor further understands and agrees that it will manage its Work in accordance with the Design-to-Budget Requirements set forth herein

6. **Public Engagement:** Engagement with the public, commissions, and committees will be required by the Contractor as part of the Project. The Contractor will lead the process, work with County staff to develop a Public Engagement Schedule, define the goals/objectives for the County Board submission process, and prepare graphic and narrative materials.

The Contractor will conduct Three (3) community meetings. The first meeting shall be presentation of the proposed concept drawings depicting site and building arrangements. The design concepts shall include colored elevations and perspective drawings provided in Attachment B to this solicitation and other conceptual level graphic drawings, as required, to clearly illustrate the character and form of the building with site and vehicle parking.

Other meetings will occur during other phases of the Project.

The Contractor shall also conduct Three (3) meetings with the County’s Public Facilities Review Committee (PFRC) to present site arrangement and building exterior design concepts showing building massing and exterior finishes.

In the first meeting, the Contractor shall present the concepts resulting from the community engagement process detailed above.

The second and third meetings and PFRC reviews shall occur during the Schematic and Design Development Phases. In these meetings the Contractor shall present modifications requested by the PFRC to obtain PFRC approval.

Additional public engagement meetings, if required, must be authorized in writing by the County as Additional Services.

The Contractor shall also attend Two (2) meetings (TBD) with the County’s Transit Advisory Committee (TAC) during the Schematic and Design Development Phases for design presentations at the time and place to be determined by the County.

7. **Technology System:** The Project requires many and diversified communication services to meet ART operational and administrative needs. The Contractor shall coordinate the planning of the in-building communications and outside networks connections with the following persons to provide ART with the most efficient and productive use of available and future communication services:
- Project Officer;
 - County Transit Bureau (Transit);
 - ART Operations and Maintenance Contractor (Operator), and
 - County Department of Technology Services (DTS).
8. **Pre-Construction Meetings:** During the design phase, the Contractor shall prepare agendas, conduct and take minutes of progress review meeting with the Project Officer, Transit, Operator, DTS, other County departments, and CMAR Contractor as required during the various design phases.

The Contractor shall prepare and distribute draft meeting minutes within two (2) business days after any meetings. The Contractor shall send draft meeting minutes to the Project Officer and project team via e-mail. The Project Officer and project team shall review and provide comments to the draft meeting minutes within Two (2) business days after receipt of the minutes.

Thereafter, the Contractor shall finalize the draft minutes, incorporating Project Officer and project team comments. These meetings will be held in County offices or other location as determined by the Project Officer.

The CMAR Contractor will be required to conduct “over-the shoulder meetings” with the Contractor at the Contractor’s office when deemed necessary and the Contractor shall cooperate with the CMAR Contractor to achieve the objectives of these meetings.

9. **Construction Meetings:** During construction, the CMAR Contractor will prepare agendas, conduct the weekly construction progress meetings, prepare/distribute meeting minutes as well as review the foregoing with the Project Officer, Transit, Operator, DTS, other County departments and the Contractor.

Agenda topics shall include, as applicable, the following:

- Work in process;
- Defective or non-compliant Work,
- Schedule;
- Change Order (proposed, approved);
- Coordination activities with outside entities;
- Budget;
- Other business;
- Action item(s);
- Next meeting, and
- Safety report.

The Contractor shall provide the CMAR Contractor with related agenda items and shall review and comment on the minutes. The Construction Progress Meetings will be conducted at the Project Site Office or other locations as may be determined by the County.

B. WORK PHASES

The Contractor shall complete the Work in the following phases:

1. PHASE I – CONCEPT DESIGN/PROGRAMMING VERIFICATION

In collaboration with the County, the Contractor shall review the County's proposed **Project Conceptual Design/Programming (Attachment B1-B5)** and verify that it meets the County's programming and spatial and functional requirement and required and preferred space adjacencies. Program alternates offered by the Contractor or requested by the Project Officer may be included in the draft revised Project Concept Design/Program document. This Phase shall include the following:

- a. Kick-off Meeting: Conduct a Kick-off Meeting and site visit prior to the review and verification effort to introduce project team; review/confirm project scope, schedule, develop overall project goals and objectives, confirm County Project requirements; review Contractor services, review the Project cost estimate; establish the quality of materials, equipment, aesthetics desired and other factors pertinent to the Project.
- b. User Group Meeting: The purpose of the User Group meetings is to ascertain the operating characteristics of the proposed facilities, special operating conditions or methods that may impact the programming and design of the facilities and to verify the building programming in order to mitigate programming changes in later phases.
- c. Upon Project schedule/objectives review, the Contractor shall consult with the Project Officer for clarifications, missing documents, drawings, data and other information that will support programming, planning, design and documentation efforts.
- d. Code and Zoning Requirements: Review the Project Zoning Requirement Summary (Attachment B6), identify any other zoning requirement, analyze the requirements of Arlington County Code and meet with Zoning Officials and participate in consultations with such authorities to ensure that the Project's Concept Design meets all applicable code requirements. Identify all state, local and federal jurisdictional permit and approval processes for the project. <https://building.arlingtonva.us/resource/zoning-amendments/>
- e. Site Survey: The County has provided for the Contractor's review the ALTA survey of the Project (Attachment C). Subsequent Civil Engineering services throughout the remainder of this Agreement shall be provided by the Contractor. The Contractor shall not rely on County provided site documents but must verify by on-site observations information contained therein.
- f. Utilities: Review and verify the proposed site utility connections and relocation of existing utility lines resulting from building construction. Verify the proposed changes/connections with the County Water Sewer Streets (WSS) Division, Dominion Power and Washington Gas.
- g. Storm Water Channel Improvements – The Channel improvements requires submission of a Standard Joint Permit Application (JPA) to DEQ/USACE to obtain a Wetlands Permit for Development Activities (WP4) from DEQ and State Programmatic General Permit (SPGP) from the Corps. The Contractor shall prepare and submit the necessary application to the

DEQ/USACE.

<https://www.deq.virginia.gov/Programs/Water/WetlandsStreams/Regulations.aspx>
<https://www.deq.virginia.gov/Programs/Water/WetlandsStreams/Permits.aspx>

- h. Optional Task – The County may, prior to the Contract award or the start of this Phase, enter into an agreement with the owners of the CubeSmart Road to either acquire the road or shift the road toward the Storm Water channel by a land swap or easements.

The County may also require that the Channel improvements be modified to move the Resource Protection Area (RPA) away from the maintenance building to allow moving the building to the west (refer to the Conceptual Narrative, Attachment B5, for RPA status).

Upon notice from the County’s Project Officer the Contractor shall propose, if applicable, a revised site arrangement for Parcel A to improve site circulation on both sides of the proposed Maintenance Facility.

- i. Design-to-Budget – The Contractor shall review the construction cost estimate for the proposed Conceptual Design (Attachment B8) and confirm that it includes all the project costs and propose the Design-to-Budget amount for County approval. Should the County proceed with the Optional Task (Section B.3.h.), the Contractor shall estimate the additional cost impact to be included in the Design-to Budget.
- j. Prior to the beginning of the Schematic Design phase, the Contractor shall prepare for the County’s approval, a draft of the revised Project Concept Design/ Program Document that identifies all changes agreed with the County. The Document shall include the alternate arrangements presented during the public process and the selected arrangement. The Document shall be presented in written form as mutually agreed upon.

The Contractor shall provide Five (5) bound copies and one (1) electronic file of draft and final Project Program Document and drawings. The Project Officer shall provide comments within Five (5) working days of receipt. The Contractor shall address County comments within Five (5) working days and shall ensure additional County comments questions are included issuance in the final Document.

- k. The Contractor shall not proceed with the Schematic Design Phase until the Project Officer approves the Concept Design / Programing Phase. The approval will include marked-up review drawings signed by the Project Officer and the NTP for the Schematic Design Phase is issued.

The County will issue the NTP within Five (5) business days of receipt of the complete and final Concept Design / Programing Phase deliverables; time beyond the Five (5) days will result in an equivalent extension of the design completion period.

2. PHASE II – SCHEMATIC DESIGN (SD)

The Contractor shall complete the Schematic Design Documents to further develop the Concept Design/Programming. The Schematic Design shall include the following:

- a. Prepare site evaluation and assessment documents:
- i. Boundary and Topographic Survey: The County has provided an Alta Survey of the three parcels, topographic and utility location survey, see Attachment C. The Contractor shall perform additional boundary, topographic and utility location survey for the site as required. The survey shall be provided to the County in hard copy and electronic formats.
 - ii. The County has completed the Phase I and Phase II Environmental Site Assessment (ESA). (Attachment D). The Contractor shall perform a hazmat survey of the existing building on Parcel A as recommended by ESA. Further studies, if needed, will be authorized in writing by the County as Additional Services.
 - iii. Geotechnical Investigation: The Contractor shall perform a Geotechnical Investigation that clearly outlines the number and depth of borings to adequately characterize sub-surface conditions to assist in the structural design of the buildings, drive lanes, stream channel improvements and surface parking areas. At a minimum 21 borings shall be assumed:
 - Ten (10) for Parcels A;
 - Eight (8) for Parcel B, and
 - Three (3) for Parcel C.

Additional borings, if required, will be authorized in writing by the County as Additional Services.
 - iv. Traffic Impact / Signalization Study: The Contractor shall perform a traffic study to investigate impacts to traffic flow including impacts to multi-modal forms of transportation. All drawings and reports shall be submitted in electronic format (pdf and Word) conforming to the guidelines established by the Manual for Uniform Traffic Control Devices (MUTCD), shall be coordinated with the architectural base plan and shall be subject to approval by the County Traffic Engineering Bureau.
- b. Review and address County's comments on the proposed Conceptual Design. (Attachment B-7)
- c. Develop building arrangement, identify actual space program square footages, including interior layouts showing program, program support spaces, core building services and circulation.
- d. Develop parking and site design, integrate with bus turning and movement, building design with personnel access and circulation as appropriate. Verify basis for parking spaces provided.
- e. Define the mechanical, electrical and plumbing (MEP) systems under consideration, identify recommended system(s) and system alternatives for review and selection. Upon Project Officer's approval, prepare outline specifications for major systems and building materials.

- f. Evaluate the proposed Maintenance Building major equipment under consideration, identify recommended equipment, equipment alternatives for review and selection. Upon Project Officer's approval, prepare outline specifications for the major equipment and support systems.
- g. Create and/or update 2-D, 3-D renderings that depict the site and building layout, design, and elevations as they are confirmed Schematic Design Phase completion.
- h. Further develop Conceptual Design of outdoor spaces, show specific space allocations, surface level parking and bus circulation arrangements if applicable.
- i. The Contractor shall provide Three (3) sets of full size progress prints, three (3) sets of half-size prints and 2-D, 3-D renderings in pdf format to the Project Officer. Provide CAD source file prior to the final Schematic Design phase review with the Project Officer, CMAR Contractor, Transit and Operator review.
- j. The Contractor shall review CMAR construction cost estimate to ensure consistency with the design and ensure the design remains within the project budget.

To the extent that the CMAR Contractor's cost estimate is over the Design-to-Budget, the Contractor shall, **without additional compensation**, work with the County and CMAR Contractor to develop Value Engineering strategies to return the Project to the Design-to-Budget.

To avoid doubt, any required re-design or Value Engineering required to conform to the Design-to-Budget shall be performed without additional compensation.

- k. As noted above, the Contractor shall not proceed with the Design Development Phase until Project Officer approval of the Schematic Design phase is received. The approval shall include the marked-up review drawings and signed by the Project Officer.

The County will issue the NTP within five (5) business days of receipt of the approved Schematic Design Phase deliverables. Time beyond five (5) business days will result in an equivalent extension of the Design Completion period.

3. PHASE III – DESIGN DEVELOPMENT(DD)

The Contractor shall complete the Design Development Phase following receipt of the NTP from the Project Officer to include the following:

- a. Based on the approved Schematic Design Documents and any adjustments authorized by the Project Officer in the program, schedule or construction budget, prepare for approval by the Project Officer Design Development Documents. The documents shall consist of drawing as well as other documents to fix, describe size, architectural character, civil, structural, mechanical, electrical systems, materials and such other elements as required.

- b. HVAC systems shall provide ventilation levels, per the International Mechanical Code. The Project Officer shall provide the Contractor with the intended building occupant loads and occupancy patterns
- c. The Contractor shall design, in coordination with the Project Officer and County Fire Department, a safety exhaust system with audible and visual alarms to detect and remove natural gas if the concentration exceeds certain thresholds/set points.
- d. The Contractor shall review infrastructure requirements for electric busses. The infrastructure shall include empty conduit runs under the bus parking areas for future charging stations, transformer pad sizes, electric panels spaces, feeder conduits for future electric bus charging and possible space and provision for a generator future bus charging stations.
- e. Building Energy Use and Cost Analysis Tool (DOE2) Analysis of the Developed Design: Provide DOE2 digital model analysis of building enclosure and systems to verify required LEED criterion will be achieved.
- f. The Contractor shall prepare outline specifications setting forth the basic requirements of the facility and including catalog cuts of systems' basic equipment.
- g. The Contractor shall coordinate with the Project Officer and utility companies any changes to the proposed utility connections and relocations resulting from the design development of the Project.
- h. The County shall be responsible for permit fee payments or fee waiver directly with the appropriate utility companies or authorities.
- i. The Contractor shall develop design for outdoor areas, amenities in accordance with all applicable standards and regulations, to include, but not be limited to American Society for Testing and Materials (ASTM) standards and County standards.

Site design shall include best Storm Water Management (SWM) practices as established by the County's current SWM guidelines. To the extent required, site irrigation systems shall also be included in the Design Development documents.

- j. The Contractor shall submit three (3) full size sets, three (3) half size sets of progress prints and One (1) electronic pdf file set for review meetings with the Project Officer, Transit, Operator and CMAR Contractor at 50% and 75% of the Design Development drawings. During the County review of the interim submittals, the Contractor shall continue working on the Design Development drawings.

- k. The Contractor shall review the CMAR Contractor's construction cost estimate to ensure the estimate is consistent with the design and project budget.

If the CMAR Contractor's cost estimate is over the Design-to-Budget, the Contractor shall, **without additional compensation**, in conjunction with the Project Officer and CMAR Contractor develop value engineering strategies to return the project within the Design-to-Budget.

- l. Prior to the Project Officer's approval of Design Development Phase, a comment/review meeting shall be scheduled with the Project Officer, County stakeholders and CMAR Contractor to discuss and resolve all Design Development comments.
- m. The Contractor shall not proceed with the Construction Document Phase until the Project Officer has approved the Design Development Phase deliverables with marked up-up Design Development drawings signed by the Project Officer.

The Project Officer will issue the Notice to Proceed (NTP) within Five (5) business days of approval of the Design Development Phase deliverables. Time beyond Five (5) working days shall result in an equivalent extension of the Design Completion period.

4. PHASE IV – CONSTRUCTION DOCUMENTS (CD) PHASE

The Contractor shall complete the Construction Document Phase following receipt of the NTP from the Project Officer to include the following:

- a. Construction Documents
 - 1. Based on the approved Design Development Documents (DD) including, further adjustments in the Scope or quality of the Project authorized by the Project Officer, the Contractor shall prepare Construction Documents (CD). The Drawings and Specifications shall set forth, in detail, project construction requirements that are in compliance with all federal, state and local codes, regulations including requirements specified in Paragraph 6 of the Contract, Code and Regulatory Compliance.
 - 2. The Contractor shall submit three (3) full size, three (3) half-size progress print sets and an electronic pdf set of the Construction Documents at 50% and 75% for review. During the County review of the interim submittals, the Contractor shall continue working on the Construction Document drawings.
 - 3. Upon the receipt of the 75% review comments, the Contractor shall prepare GMP/Permit set of documents based on the 75% completed CD documents.
 - 4. The Contractor shall schedule two (2) coordination meetings with the Project Officer, Transit, Operator and CMAR Contractor during development of the CDs, at 90% an on-board progress review meeting and a coordination meeting two (2) weeks prior to final submission of the CDs.

5. The Contractor shall reconcile all permit, County and CMAR Contractor review comments into the 100% Construction Document set prior to the start of construction. Reproduction requirements shall be as follows:
 - i. One (1) complete full-size paper copy of the Construction Plans;
 - ii. Original and one (1) copy of the Specifications with Arlington County Construction General Conditions;
 - iii. All required permits obtained from CPHD-ISD for building, including trade permits;
 - iv. Two (2) USB devices, each containing 100% Construction Documents (including mechanical, electrical and plumbing plans and specifications),

Drawing files shall be in Autodesk® AutoCAD 2018 or later, and specifications shall be in MS Word. In addition, the files shall be downloaded into e-Builder®.

b. Permit

1. The Contractor shall submit, obtain approval of, and secure the required Building and Plan permits from the following entities:
 - Community Housing and Planning Department Inspection Services Division (CHPD-ISD);
 - Zoning Division of CPHD;
 -
 - Department of Environmental Services Development Services Division (DES) and
 - All other required County Departments (Fire, Water, Health, Parks and Recreation, etc.).

The Contractor shall submit plans electronically to DES for utility permit review within 15 calendar days after Design Development approval by the Project Officer.

2. The Contractor shall schedule and attend post-submission meetings with CPHD-ISD (ISD) and Zoning for building permit review.
3. The Contractor shall respond to review comments from the reviewing agencies and advise the Project Officer resolution and completion of review comments and schedule a review comment meeting with the Project Officer and CMAR Contractor.

c. Guaranteed Maximum Price (GMP) Determination

1. The CMAR Contractor will provide a Guaranteed Maximum Price Proposal based on the GMP/Permit Documents and competitive trade/sub-contractor bids. The Contractor shall assist the County in the review and analysis of bid prices.

2. If trade bids exceed the Design-to-Budget value, the Contractor shall participate in a Value Engineering/Design Charrette with the CMAR Contractor. The Charrette shall incorporate design changes and Value Engineering proposals agreed upon with the Project Officer for an agreed GMP.
3. The County shall negotiate a GMP construction contract based on the GMP/Permit set. As required, the Contractor shall provide technical support during the GMP negotiations, including attending the GMP negotiations, providing a GMP cost review and preparing and distribution of the GMP plan set.

5. PHASE V – CONSTRUCTION ADMINISTRATION AND CLOSE-OUT

Upon the County's issuance of the Notice to Proceed to the CMAR Contractor for construction, the Contractor shall provide the following services:

- a. **Consultations:** The Contractor shall consult and advise the Project Officer on all technical matters and act as the County's representative with the CMAR Contractor on all such matters. Instructions to the CMAR Contractor will be issued through the Project Officer or the Contractor, where the Contractor shall have authority to act on behalf of the County on technical matters, to the extent provided in this Agreement and in the General Conditions of the Construction Contract except as otherwise provided in writing.
- b. **Requests for Information (RFI), Interpretations and Clarifications:** The Contractor shall provide all necessary interpretations and clarifications of the Construction Documents and submit responses to RFI's and make recommendations to the Project Officer regarding Change Orders. Responses shall not adversely affect other elements of the Project without the County's express approval. All such responses shall be submitted to the Project Officer within seven (7) calendar days of the request.
- c. **Change Orders:** The Contractor shall assist the Project Officer in reviewing the CMAR Contractor's proposed changes and costs and preparing and issuing Change Orders. Technical issues affecting the architectural integrity, structural, fire, life safety systems or outdoor facilities, or which affect the integrity or operation of the mechanical, plumbing, or electrical systems shall be reviewed and approved by the Contractor before a Change Order is issued.
- d. **Shop Drawings:** The Contractor shall review and approve (with or without Conditions), reject or take other appropriate action on Shop Drawings and other submittals required of the CMAR Contractor. The Contractor shall track and update the shop drawing submittal log.

The Contractor shall review the shop drawings for conformance with the Project Design concept and Construction Contract Documents compliance. Such reviews, approvals or other actions shall not extend to means, methods, techniques, sequences or construction procedures or safety precautions and programs incident thereto.

The Contractor shall evaluate and determine the acceptability of any equal materials or equipment proposed by the CMAR Contractor. Shop drawings and submittals shall be returned by the Contractor to the County with review comments no less than 14 calendar days after receipt of the drawings and submittals by the Contractor, unless written notice of extended review duration is provided by the Project Officer.

- e. **Civil, Structural and Special Inspections:** The Contractor shall provide services relating to proper installation of structural systems, including the review of applicable inspection and test reports by the County's Testing and Inspection entity.
- f. **MEP Systems and Maintenance Equipment:** The Contractor shall provide the services relating to proper installation of all the systems, including the review of applicable inspection and test reports by the County's Testing and Inspection entity and Commissioning Agent.
- g. **Periodic Site Visits and Inspection of Work in progress:** A Contractor representative, having knowledge of the Work underway, shall visit the site at regular intervals as appropriate for the stage of construction and as requested by the County's Project Officer. Said site visits/inspections shall be to observe and report on the Work performance and progress in accordance with the Construction Documents.

During periodic visits to the site the Contractor shall, at a minimum, spot check Work installed and Work in progress for compliance with the codes and installation/workmanship standards listed therein. The Contractor shall observe commissioning of Work performed by others for Quality Assurance (QA). The Contractor shall conduct a maximum of 36 site visits during the construction phase. Site visits may also occur simultaneously with the Progress Meetings.

- h. **Progress meetings:** Attend weekly progress meetings held weekly on-site during construction.
- i. **Supplemental Inspections and Tests:** For Work not in compliance with the CMAR Construction Contract Documents, the Contractor shall, with the Project Officer's approval, require additional or supplemental inspection or testing.

The Contractor shall receive, review all certificates of inspections, testing and approvals required by laws, rules and regulations and determine whether their content complies with the requirements for approval by the appropriate issuing agency. The Contractor shall also determine whether the results certified indicate compliance with the Construction Contract Documents.

- j. **Defective Work:** During site visits and based on its observation, the Contractor may disapprove or reject the CMAR Contractor's Work, or any portion thereof, if the Contractor believes that such Work does not conform to the CMAR Construction Contract Documents, including the approved shop drawings or other submittals.

The Contractor may also recommend that the Project Officer reject any Work which it believes will not result in a completed Project that conforms generally to the CMAR Construction Contract Documents or that it believes will compromise the integrity of the design as reflected

in the CMAR Construction Contract Documents. The Contractor shall also immediately report any observed construction safety violations to the Project Officer.

- k. **CMAR Contractor Applications for Payment:** The Contractor shall provide payment/invoice request(s) advice to the County and recommend, in writing, payment approval of the CMAR Contractor invoice(s).

Such recommendations will constitute a written representation by the Contractor to the County, based on the Contractor's observations and review, that the Work has progressed to the point indicated and that, to the best of the Contractor's present knowledge, information and belief, the quality of such Work is in accordance with the CMAR Construction Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon completion, and the results of any subsequent tests called for in the recommendation). The Contractor's unit-price recommendations for payment shall include final determinations of quantities and classifications of such Work subject to any subsequent adjustments allowed by the CMAR Construction Contract Documents and approved by the County.

- l. **Punch-List Inspection:** Prior to scheduling a Substantial Completion and punch-list inspection, the Contractor shall verify that the Project is ready for such an inspection and advise the Project Officer in writing of same.

At a minimum, the Contractor's licensed professional architect, mechanical engineer, electrical engineer and landscape architect shall be present at the Punch-List inspection unless absent on an express written waiver by the County. The Contractor shall produce and maintain the Punch-List and conduct a maximum of Four (4) site visits for the combined Punch-List Inspection and Final Completion Inspection activities as defined in Item n. below.

- m. **Closeout Services:** The Contractor shall provide Project Close-Out services including, but not limited to, review and approval of the schedule of values and payment requests; air and water Test and Balance reports for HVAC systems per the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Guideline 1-1989; and maintenance equipment testing.

The Contractor shall receive and review operations and maintenance (O&M) instructions, user training, schedules, guarantees & warranties, bonds and certificates of inspection of Third-Party inspection, as well as tests and approvals which are to be assembled by CMAR Contractor in accordance with the CMAR Construction Contract Documents. The foregoing shall be transmitted to the County with written comments.

- n. **As Built Drawing Mark Ups:** The Contractor shall receive and review the "As Built" Drawing Mark-Ups from the CMAR Contractor and transfer said data to the "Record Drawings."

Prepare Record Drawings and label with "**RECORD DRAWINGS- CONTRACT NO.: 20-031-RFP**" on each page of the documents. Prepare and submit the Record Drawings in electronic media in a form and program acceptable to the Project Officer.

- o. **Final Completion Inspection.** The Contractor shall conduct a Final Completion Inspection to confirm the completed Work is in compliance with the Construction Contract and is acceptable to the Contractor and the County.

The Contractor shall notify the County of such inspection in sufficient time for the Project Officer, County Facilities Management Bureau and Operator representatives to participate in the inspection.

If the Final Completion Inspection is successful, the Contractor shall recommend, in writing, Final Acceptance and Final Payment to the CMAR Contractor. Give written notice to the County and CMAR Contractor that the Work is acceptable.

The Contractor may, however, accept some portions of the Work and reject others or may accept some or all of the Work, subject to certain conditions. Written notice shall be provided to the County and CMAR Contractor of the results of such inspections.

The Contractor shall conduct a maximum of four (4) site visits for the combined Punch- List Inspection as defined in paragraph I above and Final Completion Inspection activities.

C. SUSTAINABLE DESIGN AND LEED REQUIREMENTS

1. The Contractor shall assist the Project Officer with the development of Project Registration under the United States Building Council (USGBC) Leadership Energy and Environmental Design (LEED) rating system to ensure the Project Registration and Certification are achieved.
2. The Contractor shall design the Project based on the following Guiding Principles that clearly define County's sustainability priorities in order to build well-functioning, easy to maintain buildings and facilities with low energy demands and excellent indoor environmental quality:
3.
 - a. **Function** - Achieve high performing and efficient building operations with systems and components that are easy to use and maintain. Ensure the building operates as intended and reduce long-term operating costs:
 1. Prioritize simple, passive solutions over mechanical solutions for energy use reduction and Storm Water management.
 2. Minimize use of complicated sensor and control systems.
 3. Design and locate building systems for ease of access and maintenance.
 4. Ensure building systems are compatible with the building programming, fully functional and operate as intended before the building is accepted.
 5. As new facilities are acquired or built, facilities maintenance budgets should be reassessed and planned.
 - b. **Energy**- Use integrated design and passive strategies to minimize heating, cooling, and lighting loads and reduce long-term operating costs:
 1. Prioritize the building thermal envelope and right-size mechanical equipment.
 2. Use building orientation and daylight devices to evenly distribute daylight.

3. Avoid elements that are solely aesthetic that increase energy use.
 4. Optimize solar PV exposure and vegetated roof space.
 5. Efficient space utilization.
- c. **Human Experience** - Support occupant health and well-being with:
1. Fresh air and ventilation
 2. Humidity control
 3. Selection of low-toxicity materials
 4. Evenly distributed daylight and minimal glare
- d. **Durability - Select quality materials, systems, and equipment** to reduce maintenance, operations, and replacement costs:
1. County buildings and facilities should be built to last and be flexible in their design to support occupant and community needs as they change over time.
 2. Select materials that are easy to maintain and durable for the intended use and expected life of the building
 3. Assist in Commissioning all building systems starting at the design phase and test the building enclosure for air and water infiltration

2. Energy Use Intensity (EUI) targets

Following the Guiding Principles listed above, the office building shall target a 25% improvement over the ASHRAE 90.1-2010 energy standard and operating Energy Use intensity (EUI) of 28 kbtu/s.f./year or lower. The maintenance facility shall target a 25% improvement over the ASHRAE 90.1-2010 energy standard and operating Energy Use intensity (EUI) of 95 kbtu/s.f./year or lower.

3. Green Building Certification

a. Maintenance Building

The proposed maintenance building is ineligible for EarthCraft Light Commercial (ECLC) certification and is therefore expected to achieve at least LEED Silver certification. Water and energy efficiency shall be a primary focus of the design team beginning in the schematic design integrative process meeting. A commissioning agent will be hired by County during design development and participate in a minimum of one design development and two construction document reviews prior to bid documents being issued. Solar photovoltaics, solar thermal hot water, and exhaust energy recovery shall be evaluated at each design phase for costs and benefits to the project's goals. Due to the unique requirements of the Maintenance Facility, additional modeling may need to be carried out.

b. Office Building/Parking Deck Complex

Earthcraft Light Commercial (ECLC) Certification may be used in lieu of LEED certification for the Office Building/Parking Deck. Water and energy efficiency shall also be a primary focus of the design team beginning in the schematic design integrative process meeting, with more aggressive energy targets set for the office building. Indoor air quality, thermal comfort,

lighting and daylighting, quality views, and acoustics shall be evaluated at each design phase for costs and benefits to the project's goals.

D. SUBMISSION REQUIREMENTS

The application for the building, civil engineering plan and land disturbing activity (LDA) permits shall be submitted to Arlington County e-Plan Review portal. This submission is an electronic plan submission. The Contractor use of this portal will include but not limited to submission of plans and construction related documents electronically, access to review status, access to comments and marked up plans, use the portal to provide responses to comments and marked up plans, have access to approved plans and download and print approved plan sets for inspections. This will include all documents and revisions as needed to obtain a building permit from the County's Inspection Services Division (ISD) and to provide basis for negotiation of the CMAR Contractor's GMP.

Required drawing standards/format: Autodesk® AutoCAD 2018 or later.

1. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

The County's intention is for the Contractor to utilize e-Builder®, the County's designated Electronic Project Management Information System (PMIS) per section 1.2.3.2 of the Arlington County Infrastructure Design and Construction Standard version 2016.01.04:

<https://topics.arlingtonva.us/wp-content/uploads/sites/21/2013/12/Infrastructure-Design-and-Construction-Standards-Building-Design.pdf>

The County reserves the right to waive this requirement and allow the Contractor to utilize their own preferred PMIS with the County's approval.

- a. Document transmittal, Requests for Information, Submittals, Change Order's (CO's), Invoices and other functions as directed by the County Project Officer will be administered, issued and stored in the e-Builder® PMIS. The Contractor is required to perform these transmittal and submittal functions using the e-Builder® PMIS.
- b. Use of the e-Builder® PMIS will not replace or change any contractual responsibilities of the Contractor. The system has been implemented to enhance and expedite team communication
- c. The County will provide eight (8) hours of e-Builder training specific to the role of the Contractor. The training will be held at a location in Arlington County, to be determined by the County. The County will provide the Contractor at least two e-Builder® licenses and training.
- d. Information concerning the system can be obtained by contacting e-Builder. e-Builder support's contact information is provided on the PMIS home screen.
- e. Standards for Digital Submission All Contractor Project correspondence shall be digitally- generated in Microsoft Word 2016 or later shall be submitted in the following file formats which use the .doc and Adobe Acrobat .pdf extension formats either created electronically or digitized (pdf) so that it can be stored and tracked by the e-Builder PMIS. This includes, but not limited to:

- i. Request for Information (RFI's) and attachments
- ii. Submittals
- iii. Change Orders
- iv. Payment Applications
- v. Meeting Minutes
- vi. Daily Construction Reports
- vii. Action Items
- viii. Project Schedules (Design, Construction, etc.
- ix. Punch Lists
- x. Incident Reports
- xi. Agenda
- xii. Construction Photographs

The Contractor shall use e-Builder® PMIS to transmit each RFI to the County. RFI responses from the County and action is transmitted to the Contractor through e-Builder®.

The Contractor shall use e-Builder® PMIS to transmit each submittal to the County. Submittal responses by the County will be transmitted to the Contractor through e-Builder®.

The Contractor shall use e-Builder® PMIS to transmit each proposed Change Order (PCO) and Change Order (CO) to the County. PCO and CO responses by the County will be transmitted to the Contractor through e-builder

The Contractor shall use e-Builder® PMIS to transmit each payment application to the County. The County's payment application review status will be transmitted to the Contractor through e-builder.

2. File Types:

- a. Architectural, Mechanical, and Electrical plans shall be submitted in .pdf format. Layers should be flattened and made into a single image to reduce file size
- b. Specifications, renderings, photos, presentations, and other supplemental information can be submitted in the following formats: .pdf, .jpg, .xls (.pdf is preferred) and should be consolidated into as few separate files as possible.
- c. PowerPoint (.ppt) presentations and any other supplemental material should be converted to .pdf format prior to submittal. 3D models can be submitted as 3D-pdf files.

3. File Make Up:

- a. All architectural, structural, mechanical, electrical and plumbing plans shall be in one file so that the user may scroll through the file and can view all pages without opening another file. For larger projects, separate .pdf files for architectural, mechanical, and electrical plans may be submitted.
- b. All sheets shall be properly oriented so that the top of the drawing appears at the top of the monitor.
- c. Plans which are only available in paper form should be scanned at a resolution of 300 dpi.

4. Means of submission:

- a. The Final Project Documents shall be submitted on USB drive, in addition to transmittal through e-Builder® PMIS
- b. All documents shall be submitted in Adobe® Acrobat® .pdf extension formats and comply with the following:
 - i. **Document Navigation:** A table of contents (TOC), hypertext links and bookmarks to provide navigation through PDF documents. Include a hypertext linked TOC and bookmarks in documents.
 - ii. **Initial View Settings:** Set the Navigation Tab to open to “Bookmarks Panel and Page.” This sets the initial document view when the file is opened.
 - iii. **Page Numbering:** The page numbers for the document and the PDF file are to be the same, with the initial page of the document numbered as page one. There is an exception when a document is split because of its size and the second or subsequent file is numbered consecutively to that of the first or preceding file.

E. COMPENSATION

The Contractor will be paid on a lump sum basis in accordance with the “Payment” paragraph in this Contract, based on the percentage of completion of the Phases.

The Contractor will be reimbursed for the following allowable expenses, per the “Reimbursable Expenses”, paragraphs of this Agreement, up to the maximum amounts allowed:

1. Electronic or hard copy reproduction of materials in excess of the quantities specified herein.
2. Courier or delivery charges associated with delivery of shop drawings, documents or other materials applicable to the Work more than the quantities specified herein.
3. Meeting expenses specifically requested by the Project Officer more than the meetings specified herein. Expenses incurred in connection with travel to and from meetings will not be reimbursed.

F. ADDITIONAL SERVICES

The County may determine the need for additional work by the Contractor. Upon a request from the County, the Contractor shall prepare a cost proposal for any such Work based on the additional Scope of Services provided by the County. No Additional Services shall be performed unless a written amendment to this Agreement has been executed by both parties. Additional Services may include, but not limited to, the following:

1. Substantial change in the overall design, after written approval of any stage of the design or after work is under construction.
2. Drawing revisions for substitutions requested by CMAR Contractor and approved by the County Project Officer, submitted after approval of the construction documents.
3. The Contractor’s participation in a Value Engineering Study over and above what is required.
4. Operations and Maintenance Training if required. The Contractor shall coordinate training

provided by the CMAR Contractor for County and Operator maintenance staff, on the operation and maintenance of the building systems and associated equipment, as well as any outdoor equipment.

5. Soil borings in quantities greater than stated in the negotiated Contract.
6. Extension of construction beyond the duration shown in the Contract Documents resulting in the County requiring extended staff assignments for construction administration services, or requests from the County for a greater number of Periodic Site Visits or attending a greater number of Construction Progress Meetings than those listed in Task 7, items e. and f., respectively. The following construction delays are not a basis for a compensable extension of construction administration services: Force Majeure, weather conditions or suspension of construction by the County.
7. Provision of cost estimates, if the County is unable to award the CMAR contract by the SD Phase.
8. Additional Commission, Committee, and Community meetings.

V. PROPOSAL REQUIREMENTS

1. GENERAL

A FULLY COMPLETED PROPOSAL FORM USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION WILL BE CAUSE FOR REJECTION OF THE PROPOSAL. The Proposal Form must be signed by a person legally authorized to bind the Offeror.

The County may reject proposals that do not include the number of copies requested and will not accept proposals by fax or e-mail.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed, and must not exceed the stated page limitations. The proposal must be on 8 ½" x 11" paper, single-spaced, and the type size must not be less than 10-point. Note: for counting purposes, a page equals a one-sided sheet.

Proposals and all documents related to this solicitation become the property of the County upon receipt.

2. PROPOSAL SUBMISSION

One copy of the submitted proposal, marked "ORIGINAL", must contain an original longhand signature on the Proposal Form. The Offeror must also submit four (4) hard copies and one (1) electronic copy of the original signed proposal. The electronic copy must be on a Flash Drive.

The Offeror must, no later than the deadline specified in this solicitation, submit all copies of its proposal by hand, courier or mail in a sealed envelope to:

Arlington County Government
Office of the Bid Clerk
Suite 511
2100 Clarendon Boulevard
Arlington, Virginia 22201

The exterior of the envelope or package must indicate the name of the Offeror and the number of the solicitation. The Bid Clerk will stamp the envelope with the time and date of receipt.

Timely submission of the proposal is the responsibility of the Offeror. The County will reject proposals received after the deadline.

3. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its proposal and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy or error in or omission from the solicitation documents.

If the successful Offeror is aware of such an error or omission and has not notified the County Purchasing Agent, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to the County.

4. PROPOSAL STANDARDS

Proposals submitted in response to this solicitation should be accurate and grammatically correct and should not contain spelling errors. Whenever possible, proposals must comply with the following guidelines:

- A one-page cover letter on company letterhead (Offeror) signed by the authorized signatory for the Offeror (firm);
- Table of Contents detailing sections and page numbers;
- The Proposal shall not exceed Twenty-Five (25) pages, single-spaced, double sided, 11-point font minimum;
- The cover letter, Table of Contents, resumes and charts are not included in the above Twenty-Five (25) page limit;
- An appendix must be included with licenses, certifications, registrations and is not included in the Twenty-Five (25) page limit;
- Print double-sided on at least Thirty Percent (30%) recycled-content and/or tree-free paper;
- Use recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable);
- Avoid use of plastic covers or dividers, and
- Avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

5. UNNECESSARILY ELABORATE RESPONSES

The County may view unnecessarily elaborate brochures or other presentations, including elaborate or expensive artwork, paper, bindings, and visual and other presentations, as an indication of the Offeror's lack of cost consciousness.

6. EXPENSES INCURRED IN PREPARING PROPOSAL

The County accepts no responsibility for any expense incurred by any Offeror in the preparation or presentation of a proposal or related in any way to an offer.

7. EVALUATION CRITERIA AND WEIGHTS

Responses to this solicitation will be evaluated on the following criteria. The criteria are listed in equal or descend order of importance with the first criteria having the most weight and with each of the following criteria having equal or less weight than the one preceding it. The evaluation will be based on the information provided by the Offeror, as well as any other relevant information available to the County.

EVALUATION CRITERION NO. 1 – Experience, Qualifications, Past Performance - 50 Points

The Offeror shall describe its experience, qualifications, past performance in designing and performing Work of similar size, scope and complexity in accordance within the Scope of Work within the past Five (5) years from the date of issuance of this RFP. The Offeror shall describe and submit a list of, at a minimum of Five (5) projects demonstrating the Contractor's experience in any of the following types of projects:

- a. **TRANSIT PROJECT EXPERIENCE** – Demonstrate experience with transit facility projects for local governments and/or transit agencies that includes an operations and maintenance facility. Provide details summarizing the scope and project components;

- b. **COMMUNITY PROCESS PROJECT EXPERIENCE** – Demonstrate experience with public facility projects for local governments and/or transit agencies that included extensive community process for all elements of the project, including interior and exterior building arrangements. Describe the extent of community participation, how your firm(s) and owner conducted outreach to engage participants. Provide sketches or other relevant information on alternates presented for public process and final design. Describe the work performed with non-English speaking population and hard to reach audiences.
- c. **CMAR PROJECT EXPERIENCE** – Demonstrate experience with projects delivered using a CMAR process during the pre-construction and construction phases. Provide details summarizing working relations with the CMAR and the CMAR start date of pre-construction services. Describe how constructability reviews and cost estimates with the CMAR were conducted, your firm’s role in determining the construction value agreed to between the CMAR and owner.
- d. **ULTRA-LOW ENERGY PROJECT EXPERIENCE** – Demonstrate experience in Net Zero Energy or other ultra-low energy building design and construction. Provide details and photos of completed projects, summarizing the scope and the components of the project, Energy Use Intensity, and the certifications received.

The Projects must show applicable skills, experience and performance comparable to the Scope of Work detailed in this solicitation. Each project shall be listed separately and include the following items in the narrative and project description:

1. Project name, location
2. Project Owner (private entity, public agency)
3. Project Owner name, address, telephone number, e-mail address
4. Owner’s representative (Project Manager, if applicable)
5. Project description
6. Project LEED level, LEED certification date
7. Project design start date, construction completion
8. If applicable, final project design date, construction completion
9. Initial and final project costs
10. Offeror’s project Scope of Work, duties, responsibilities
11. Construction/CMAR firm.

The contact person listed (Owner’s Representative) must be the individual/individuals who have personal knowledge of the Offeror’s performance during the listed project. The contact person must be informed they are being used as a reference and that the County may call or e-mail them to discuss the listed project.

More than one person may be listed, but all contact persons must have direct knowledge of the Project. **DO NOT LIST PRINCIPALS OR OFFICERS WHO MAY NOT BE ABLE TO ANSWER SPECIFIC PROJECT QUESTIONS.** Failure of references listed to respond to the County’s inquiries may negatively impact the evaluation of the Offeror’s proposal.

The reference shall be the Owner or a representative of the Owner. As the Owner’s Representative is defined as a firm or individual hired by the Owner to oversee the design services performed by the Offeror.

Consultants or contractors who provided services under the referenced project shall not be accepted as references unless the consultant or contractor(s) were hired as the Owner's Representative for the listed project. The Offeror must specify the locations of its main, local and branch offices (if applicable) and when the offices were established.

EVALUATION CRITERION NO. 2 – Firm(s) Experience and Qualifications of Personnel – 40 Points

Individuals who will be directly involved in the design must have, a minimum, of Five (5) years demonstrated experience to perform the Work as described in the Scope of Work. Individuals whose qualifications must be committed to the project for the duration, unless otherwise approved by the Project Officer. The Offeror must provide detailed resumes, including direct experience in performing the Work as described in the Scope of Work. The Offeror must, at a minimum, provide resumes with experience for the following Key Project Personnel:

- Project Manager
- Project Architect
- Civil Engineer
- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Landscape Architect
- Transit Specialist

The above referenced engineers must be certified Professional Engineers in the Commonwealth of Virginia. Each resume shall include, at a minimum Two (2) to Three (3) relevant projects completed within the past Five (5) years from the issuance of this RFP. At a minimum One (1) project must have construction completion within the past Five (5) years.

The relevant project must be listed separately and include the following items:

- Project name, location
- Year project design documents were completed
- Year construction commenced and completed
- Project description
- Construction costs
- Design/Engineering costs

The Offeror describe the experience of the proposed project individuals which most closely meets the required technical disciplines necessary to meet the requirements set forth in the Scope of Work. If applicable, describe the experience of the "prime" Offeror and how the proposed project individuals have worked together on projects of similar size, scope and complexity.

The Offeror shall provide an organization chart that includes the proposed project individuals and disciplines and Offeror association. The Offeror shall also provide professional licenses, certifications, where Commonwealth of Virginia registration, certification is deemed appropriate, a copy of the registration, certification must be included in the Offeror's proposal.

The Offeror shall also provide information for any proposed sub-contractor(s), sub-consultant(s) not included in the above disciplines.

EVALUATION CRITERION NO. 3 – Design Project Execution Plan – 10 Points

The Offeror shall provide a Design Project Execution Plan describing how the Offeror will provide all items described in the Scope of Work. The Offeror’s Execution Plan shall also describe the Offeror’s approach to Concept Design, verification, including but not limited to, planning, community outreach processes, levels of design information with potential risks and issues. The Offeror shall describe planned interactions with the CMAR Contractor, County staff and stakeholders during design, construction, construction administration and close-out.

Provide a summary execution plan, describing proposed approach to concept design verification, including planning for community process with County staff, levels of design information to be provided at completion of preliminary design development and construction documents phases, potential issues and risks. Describe planned interactions with the CMAR during design and construction administration. Execution plan shall indicate how the Offeror will provide all items listed in the Scope of Services of this solicitation.

8. PROPOSAL SUBMITTAL ELEMENTS

This Section provides the requirements for the content and organization of the proposal and the approach to be used for its development and presentation. Each proposal submitted in response to this RFP must contain evidence of the Offeror’s experience and abilities in the specified area and other disciplines directly related to the proposed Work. The content requested is considered to be the minimum required for evaluation of the proposals. Offerors are encouraged to elaborate on their qualifications and performance data or expertise to the extent that his information applies directly to the Scope of Work included in this solicitation.

Proposal contents shall be arranged in the same order and identified with the same headings and tabs as presented in this Section. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and rejected.

1. EXECUTED FORMS

- a. **Proposal Form:** Include One (1) fully executed copy of the Proposal Form that is provided in the Attachments and Forms section of this solicitation. The executed original of the Proposal Form shall have an original longhand signature and shall be included in the Offeror’s proposal that is marked “Original”. The additional Three (3) required proposal copies may include photocopies of the original executed Proposal Form.
- b. **Conflict of Interest Statement:** Include the executed Conflict of Interest Statement provided in the Attachments and Forms section of this RFP. See Section II, paragraph 10 of this solicitation for further details on the certification.
- c. **Addenda Acknowledgment Form(s) to the RFP:** Include the executed Acknowledgement Receipt Form(s) for any and all Addenda issued for this solicitation.

2. MANDATORY REQUIREMENTS

The following requirements are mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirements are not met, the proposal will be considered non-responsive and will not be evaluated further.

- a. The Offeror may not take exceptions to the mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk.

3. EXPERIENCE, QUALIFICATIONS, PAST PERFORMANCE

4. FIRM(S) EXPERIENCE AND QUALIFICATIONS OF PERSONNEL

5. DESIGN EXECUTION PLAN

6. EXCEPTIONS TO THE COUNTY'S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any

VI. CONTRACT TERMS AND CONDITIONS

THE FOLLOWING AGREEMENT WILL BE EXECUTED BY THE COUNTY AND THE SUCCESSFUL OFFEROR. BLANKS WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW OR BY THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (*). THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY BEFORE BEING SUBMITTED TO THE SUCCESSFUL OFFEROR FOR SIGNATURE.

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

CONTRACT NO. 20-031

THIS AGREEMENT is made, on the date of execution by the County, between Contractor's name, Contractor's address ("Contractor") a name of state type of entity authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Contract and the following:

- Exhibit A – Introduction to the Project
 - Attachment A – Project Site Map
- Exhibit B – Scope of Work
 - Attachment B-1 – Conceptual Site Drawings
 - Attachment B-2 – Channel Improvement Drawings
 - Attachment B-3 – Conceptual Architectural Drawings
 - Attachment B-4 – Conceptual Program
 - Attachment B-5 – Conceptual Narrative
 - Attachment B-6 – Zoning Requirements
 - Attachment B-7 – Review Comments
 - Attachment B-8 – Project Cost Estimate (provided to successful Offeror)
- Attachment C – Alta Survey
- Attachment D – Environmental Assessment-Phases I and II
- Exhibit C – Contract Pricing

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit B), the primary purpose of the Work is Design Services for the ART Operations and Maintenance Facility and Construction Administration Services during construction. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. All work through the completion of the Construction Documents Phase as defined in Attachment B shall be completed no later than Four Hundred Forty-Four (444) calendar days from Notice to Proceed issued by the County. No work will be deemed complete until it is accepted by the County's Project Officer. The Construction Administration and Closeout Phases as defined in Attachment B will begin upon the issuance of the Notice to Proceed in the Construction Contract between the County and the CMAR Contractor and terminate upon completion of the Final Completion Inspection and any other task required for the construction project closeout.

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit C for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit unless those additional services are covered by a fully executed modification to this Contract.

6. CODE AND REGULATORY COMPLIANCE

The Contractor is responsible for completing the design work and administering the construction phase of any project in accordance with the Department of Environmental Services (DES) Contractor Safety Standards, Virginia Uniform Statewide Building Code, the Arlington County DES Infrastructure Design Standards, the Arlington County DES Construction Standards and Specifications, the Arlington County Telecommunication Cabling Standards, the ANSI Commercial Building Telecommunication Standards and other applicable federal, state, and/or local regulatory requirements.

If any Contractor violation of a Code, standard or regulation results in a construction change order, the Contractor will be liable for any additional costs to the County, including costs of re-design, any additional construction costs and costs of delay.

7. STANDARD OF CARE

The County is entering into this Contract in reliance on the Contractor’s experience and abilities with respect to performing the services hereunder. In performing the Work, the Contractor will ensure that it and its agents and employees exercise the degree of skill and care that is normally accepted by members of the same profession currently practicing under similar conditions in the same locality (“Customary Standard of Care”). The Contractor will re-perform, without additional compensation, any services not meeting this Customary Standard of Care.

The Contractor will be responsible for the professional quality, completeness, technical accuracy and coordination of all designs, drawings, specifications, cost estimates and other services or materials provided, regardless of whether such drawings and documents are prepared by the Contractor or the Contractor’s consultants. The plans, drawings, specifications and other documents that the Contractor prepares must be free from material errors, complete and appropriate for the purposes intended; and the project, if constructed in accordance with such plans, drawings, specifications, and other documents, will be structurally sound and complete and a properly functioning facility suitable for the purposes for which it is intended.

The Contractor is responsible for all costs and expenses incurred by the County, including increased construction costs, when such costs and expenses are the result of any violation of this Standard of Care section. The County’s review, approval or acceptance of or payment for any services required under this Contract does not release the Contractor from any liability for breach of this Standard of Care

8. PAYMENT

The Contractor must submit invoices to the County’s Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and or goods/ services provided and must be signed and attested to the Contractor or authorized designee. The County will pay the Contractor within Forty-Five (45) days after receipt of an invoice for completed Work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

If the County makes a partial payment, it will retain Five Percent (5%) of the estimate upon which the partial payment is based until completion and Final Acceptance of the Work.

9. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation, the Contractor must notify the Project Officer as soon as the County requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor’s notice must detail and document the basis for the claimed amount of additional compensation. The Contractor will not receive any additional compensation pursuant to this paragraph unless the parties execute a written Contract amendment and the County issues a purchase order consistent with the amendment.

10. REIMBURSABLE EXPENSES

Only reasonable project-related expenses identified in Exhibit will be reimbursed. The Contractor will charge allowed reimbursable expenses on a unit-price basis and must provide verified invoices. The total amount paid for project-related expenses will not exceed the amount shown in Exhibit .

11. * PAYMENT OF SUB-CONTRACTORS

The Contractor is obligated to take one of the Two (2) following actions within Seven (7) calendar days after receipt of payment by the County for work performed by any sub-contractor under this Contract:

- a. Pay the sub-contractor for the proportionate share of the total payment received from the County attributable to the work performed by the sub-contractor under this Contract; or
- b. Notify the County and the sub-contractor, in writing, of the Contractor's intention to withhold all or a part of the sub-contractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of One Percent (1%) per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

12. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

13. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

14. REPLACEMENT OF PERSONNEL AND SUB-CONTRACTOR

The County has the right reasonably to reject staff or sub-contractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

15. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

16. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal

Immigration Reform and Control Act of 1986.

17. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must provide the following:

- (i) Provide a drug-free workplace for its employees;
- (ii) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition;
- (iii) State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace, and
- (iv) Include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

18. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

19. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

20. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees,

agents, departments, agencies, boards and commissions (collectively the “County Indemnitees”) from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys’ fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract.

This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys’ fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor’s discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials (“Materials”) related in any way to contractor’s operations herein.

21. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of Third Parties.

If the Contractor or any of its employees or sub-contractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its sub-contractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys’ fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys’ fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

22. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including

in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use sub-contractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such sub-contractors or third parties related to this Contract.

23. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

24. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

25. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.* COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

26. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

27. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

28. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

29. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

30. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

31. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents

during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within Fifteen (15) calendar days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within Thirty (30) days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor.

If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

32. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

33. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

34. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

35. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

36. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

37. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

38. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

39. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

40. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

41. * ATTORNEY’S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County’s reasonable attorney’s fees and expenses.

42. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY’S FEES, AND CONFIDENTIAL INFORMATION or DATA SECURITY AND PROTECTION.

43. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections’ scope.

44. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

45. NOTICES

Unless otherwise provided in writing, all written notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

TO THE COUNTY:

_____, Project Officer

AND

**Shirley Diamond, Procurement Officer
Office of the Purchasing Agent
Arlington County Government
2100 Clarendon Boulevard
Suite 500
Arlington County, Virginia 22201
Telephone: 703-228-3424**

46. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

47. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract’s scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

49. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance.

The Contractor’s responsibilities related to ADA compliance include, but are not limited to, the following:

- The Contractor must design the project to meet all ADA requirements.
- The Contractor must monitor Work performed by the construction contractor and inform the County and the construction contractor immediately of any Work that does not conform with the ADA.

Neither the Arlington County Inspection Services Division, nor any County staff and/or Third-Party inspection service, is responsible for verifying that the Project’s design complies with the ADA.

50. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be provided with the certificate.
- c. Professional Liability - \$1,000,00 per occurrence. Evidence of contractual liability coverage must be provided with the certificate.
- d. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- e. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- f. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be provided with the certificate.
- g. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- i. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

51. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

52. CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the life of this Contract. At a minimum, evaluations will be completed at Fifty Percent (50%) completion of the Work or within Sixty (60) calendar days from Final Completion of the project and prior to Final Payment being made to the Contractor. The evaluations will address the Contractor's Work, quality, cost controls, schedule, timeliness and sub-contractor management, if applicable.

The Project Officer will be responsible for completing the evaluations and will provide a copy to the Contractor and the County Procurement Officer.

53. VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION (VDRPT) PROVISIONS

- A. The Contractor, their agents and employees shall comply with all covenants and provisions of the Virginia Department of Rail and Public Transportation (VDRPT) Master Agreement for the Use of Commonwealth Transportation Funds with the County Board of Arlington County, Virginia, dated May 30, 2012 and shall be made expressly a part of any sub-contracts executed by the Contractor and shall be binding on all sub-contractors, vendors, their agents and employees.

- B. Contractor shall name the Commonwealth of Virginia, DRPT, the Virginia Department of Transportation and their officers, employees and agents as additional insured on any insurance policy

issued for the Work to be performed and present satisfactory evidence of insurance coverage before commencing with any Work so that they are protected for losses, to the extent caused by the negligence or willful misconduct of such entity or person, from Third Party claims that are directly related to or arise out of the following:

- a. Any failure by the Contractor to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Task or any breach by Contractor of its representations or warranties in this Task;
- b. Any actual or willful misconduct or negligence of the Contractor, its employees or agents in direct connection with the Work;
- c. Any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents, proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by the Contractor in direct connection with the Work;
- d. Inverse condemnation, trespass, nuisance or similar taking of harm to real property committed or caused by the Contractor, its employees or agents in direct connection with the Work, or
- e. Any assumed liabilities.

54. NORTHERN VIRGINIA TRANSPORTATION AUTHORITY (NVTA) PROVISION

The Contractor shall name NVTA and its Bond Trustee as an Additional Insured on any insurance policy issued for work to be performed for the project and present NVTA with satisfactory evidence thereof before any work on the Project commences or continues.

WITNESS these signatures:

**THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA**

CONTRACTOR

**AUTHORIZED
SIGNATURE: _____**

**AUTHORIZED
SIGNATURE: _____**

**NAME:
TITLE:**

**NAME AND
TITLE: _____**

DATE: _____

DATE: _____

ARLINGTON COUNTY, VIRGINIA
REQUEST FOR PROPOSALS NO. 20-031

PROPOSAL FORM

PROPOSALS WILL BE RECEIVED IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VA 22201 UNTIL JANUARY , 2020 AT 2:00 P.M., EASTERN DAYLIGHT TIME.

FOR PROVIDING ARCHITECTURAL, ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ARLINGTON TRANSIT (ART) OPERATIONS AND MAINTENANCE FACILITY TO BE CONSTRUCTED USING THE CONSTRUCTION MANAGER AT RISK (CMAR) PROJECT DELIVERY METHOD PER THE FOREGOING SOLICITATION.

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS PROPOSAL MUST BE WRITTEN IN THE SPACE BELOW. THIS PROPOSAL FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED:

SUBMITTED BY:

(legal name of entity)

AUTHORIZED SIGNATURE:

PRINT NAME AND TITLE:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NO.:

E-MAIL

ADDRESS:

THIS ENTITY IS INCORPORATED
IN:

THIS ENTITY IS A:

*(check the applicable
option)*

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS OFFEROR AUTHORIZED TO TRANSACT BUSINESS IN THE
COMMONWEALTH OF VIRGINIA?

YES

NO

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE
SCC:

Any Offeror exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its proposal explaining why it is not required to be so authorized.

PROPOSAL FORM, PAGE 2 OF 4

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: *(if available)* _____

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING PROPOSALS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?

YES NO

OFFEROR STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE COMMONWEALTH OF VIRGINIA'S eVA WEBSITE AT: [HTTP://WWW.EVA.VIRGINIA.GOV](http://www.eva.virginia.gov).

POTENTIAL OFFERORS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

1. OFFEROR MUST SUBMIT: ONE COMPLETE PROPOSAL THAT INCLUDES AS ITS FIRST PAGE THIS PROPOSAL FORM WITH AN ORIGINAL LONGHAND SIGNATURE AND ONE ELECTRONIC COPY OF THE COMPLETE PROPOSAL ON AN UNENCRYPTED CD OR FLASH DRIVE.
2. INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO QUESTIONS REGARDING THIS PROPOSAL.

NAME (PRINTED): _____

TITLE: _____

E-MAIL ADDRESS: _____

TEL. NO.: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

No, the proposal that I have submitted does not contain any trade secrets and/or proprietary information.

Yes, the proposal that I have submitted does contain trade secrets and/or proprietary information.

PROPOSAL FORM, PAGE 3 OF 4

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers, sections, and paragraphs, of the proposal that contain such data or materials:

State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: _____

ADDRESS: _____

E-MAIL: _____

OFFEROR'S PRINTED NAME: _____

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. 20-031 and on behalf of the Offeror certify that:

1. Neither the Offeror nor any affiliated entity has, within the past five years, been employed by or represented a deliverer of services that reasonably could be expected to be considered for purchase by the County as a result of this solicitation;
2. if the Offeror is awarded a contract under this solicitation and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of the County, the Offeror must not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any potential bidder or offeror information concerning the procurement that is not available to the public.
3. The Offeror will not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of any contract award made as a result of this solicitation.

OFFEROR'S NAME: _____

SIGNED BY: _____

PRINTED NAME/TITLE: _____

DATE: _____

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA/STATE OF _____)

CITY/COUNTY OF _____) to wit:

_____ personally appeared before me this _____ day of _____, 20__ the undersigned a Notary Public in and for the State and County of aforesaid, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: _____

My commission expires: _

ATTACHMENTS AND FORMS

ATTACHMENT – A

PROJECT SITE MAP

(Document Issued Separately)

ATTACHMENT – B-1

CONCEPTUAL SITE DRAWING

(Document to be Issued Separately)

ATTACHMENT - B-2

CHANNEL IMPROVEMENT

(Document to be Issued Separately)

ATTACHMENT – B-3

CONCEPTUAL ARCHITECTURAL DRAWING

(Document to be Issued Separately)

ATTACHMENT – B-4

CONCEPTUAL PROGRAM

(Document to be Issued Separately)

ATTACHMENT – B-5

CONCEPTUAL SITE DRAWING

(Document to be Issued Separately)

ATTACHMENT – B-6

ZONING REQUIREMENTS

(Document to be issued Separately)

ATTACHMENT – B-7

REVIEW COMMENTS

(Document to be Issued Separately)

ATTACHMENT – C-

ALTA SURVEY

(Document to be Issued Separately)

ATTACHMENT – D

ENVIRONMENTAL ASSESSMENT – PHASE I AND II

(Documents to be issued Separately)

RFP NO, 20-031 - INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"		
REQ'D	COVERAGES REQUIRED	LIMITS (FIGURES DENOTE MINIMUMS)
X	1. Workers' Compensation	Statutory limits of Virginia
x	2. Employer's Liability	\$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
x	3. Commercial General Liability	\$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
x	4. Premises/Operations	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
x	5. Automobile Liability	\$1 Million BI/PD each accident, Uninsured Motorist
x	6. Owned/Hired/Non-Owned Vehicles	\$1 Million BI/PD each accident, Uninsured Motorist
x	7. Independent Contractors	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
	8. Products Liability	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
x	9. Completed Operations	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
x	10. Contractual Liability (Must be shown on Certificate)	\$500,000 CSL BI/PD each occurrence \$1 Million annual aggregate
	11. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate
x	12. Umbrella\Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury
	13. Per Project Aggregate	\$ _____
X	14. Professional Liability	
x	Architects and Engineers	\$1 Million per occurrence/claim
	a. Asbestos Removal Liability Medical	\$2 Million per occurrence/claim
	b. Medical Professional Liability	\$1 Million per occurrence/claim
x	15. Miscellaneous E&O	\$1 Million per occurrence/claim
	16. Motor Carrier Act End. (MCS-90)	\$1 Million BI/PD each accident, Uninsured Motorist
	17. Motor Cargo Insurance	\$ _____
	18. Garage Liability	\$1 Million Bodily Injury, Property Damage per occurrence
	19. Garage Keepers Liability	500,000 Comprehensive, \$500,000 Collision
	20. Inland Marine-Bailee's Insurance	\$ _____
	21. Moving and Rigging Floater	Endorsement to CGL
	22. Dishonesty Bond	\$ _____
	23. Builder's Risk	Provide Coverage in the full amount of contract
	24. XCU Coverage	Endorsement to CGL
	25. USL&H	Federal Statutory Limits
x	26. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent	
x	27. Notice of Cancellation, nonrenewal or material change in coverage shall be provided to County at least thirty (30) days prior to action.	
x	28. The County and Virginia Department of Rail and Transportation shall be named as Additional Insured on all policies except Workers Compensation and Auto.	
x	29. Certificate of Insurance shall show the Contract Number and Contract Title.	
	30. OTHER INSURANCE REQUIRED:	_____
INSURANCE AGENT'S STATEMENT:		

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.	
<u>CONTRACTOR'S STATEMENT:</u> If awarded the contract, I will comply with contract insurance requirements.	
CONTRACTOR NAME:	AUTHORIZING SIGNATURE: